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Attorneys for Defendants Jungle Interactive Media, Inc.
and John Housman

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

RUSSELL WILD,	:	
	:	
Plaintiff,	:	Civ. A. No. 02-CV-5123-WY
	:	
- against -	:	
	:	
JUNGLE MEDIA GROUP and JON J. HOUSMAN,	:	
	:	
Defendants.	:	

**MOTION BY DEFENDANTS JUNGLE INTERACTIVE MEDIA, INC.
AND JON HOUSMAN TO DISMISS THE COMPLAINT PURSUANT TO
RULE 12(b)(6) OR, IF THE COMPLAINT IS NOT DISMISSED, TO
TRANSFER VENUE PURSUANT TO 28 U.S.C. §1404(a)**

Defendants Jungle Interactive Media, Inc. and Jon Housman, by their undersigned counsel, upon the attached declarations and exhibits and the accompanying memorandum of law, move this Court for an Order, in the form attached hereto, pursuant to Fed. R. Civ. P. 12(b)(6) dismissing the Complaint for failure to state a claim upon which relief can be granted, or, if the Complaint is not dismissed, transferring the action to the Southern District of New York pursuant to 28 U.S.C. § 1404(a). In support of this Motion, defendants state:

1. Plaintiffs' sole claims against defendants, which arise from contracts between plaintiff and defendant Jungle Interactive Media and involve certain communications by defendants with The McGraw-Hill Companies, Inc., are for tortious interference with prospective contractual relations. From the face of the Complaint and the documents plaintiff has attached to it and incorporated therein, the requisite elements of tortious interference with prospective contractual relations are lacking: defendants were motivated by Jungle Interactive Media's own economic self-interest, which was based on a manifestly reasonable and nonfrivolous view of Jungle Interactive Media's rights under its contracts with plaintiff, and they employed no "wrongful means" in giving notice of its rights and potential claims to McGraw-Hill. Accordingly, the Complaint should be dismissed pursuant to Fed. R. Civ. P. 12(b)(6).

2. However, in the event that this Court does not dismiss this action, because the contracts between plaintiff and Jungle Interactive Media contain a forum selection clause that expressly provides for exclusive jurisdiction in New York courts of all disagreements or disputes arising under those agreements, this Court should transfer this action to the Southern District of New York pursuant to 28 U.S.C. § 1404(a).

3. Defendants otherwise respectfully refer this Court to their accompanying memorandum of law for the reasons their Motion should be granted.

WHEREFORE defendants respectfully request that this Court dismiss the Complaint pursuant to Fed. R. Civ. P. 12(b)(6) for failure to state a claim upon which relief can be granted, or,

if the Complaint is not dismissed, transfer the action to the Southern District of New York pursuant to 28 U.S.C. § 1404(a).

Respectfully submitted,

JACOBS, DEBRAUWERE & DEHN LLP

By: _____

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Dated: August 12, 2002
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Of counsel:
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